

PATENT

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: Patil, Nila *et. al.*

Attorney Docket No.: 1004U-2 **RECEIVED**

Application No.: 09/938,878

Examiner: Not yet assigned

OCT 18 2002

Filed: August 24, 2001

Group: 1643

TECH CENTER 1600/2900

Title: METHODS FOR REDUCING
COMPLEXITY OF NUCLEIC ACID SAMPLES

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service as First Class Mail to: Commissioner for Patents, Washington, DC 20231 on 10-3-02.

Signed: Lauren L. Stevens

REVOCATION OF PRIOR POWERS OF ATTORNEY
AND GRANT OF NEW POWER OF ATTORNEY

Commissioner for Patents
Washington, D. C. 20231

Sir:

Pursuant to 37 C.F.R. §§1.36 and 3.71, the assignee hereby revokes all powers of attorney previously given and hereby appoints the practitioners associated with

Customer Number 31662

as principal attorneys to prosecute this application and transact all business in the Patent and Trademark Office connected therewith.

In accordance with 37 CFR 3.73, the assignee hereby certifies that the evidentiary documents with respect to its ownership have been reviewed and that, to the best of assignee's knowledge and belief, title is in the assignee seeking to take this action.

Assignee of Interest:

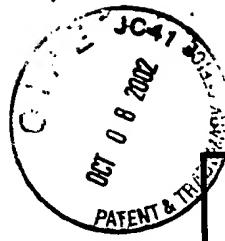
Perlegen Sciences, Inc.
2021 Stierlin Court
Mountain View, CA 94043

Date 10-3-02

Lauren L. Stevens

Name: Lauren L. Stevens, Ph.D.
Title: Chief Intellectual Property Counsel

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

**STATEMENT UNDER 37 CFR 3.73(b)**Applicant/Patent Owner: Perlegen Sciences, Inc.Application No./Patent No.: 09/938,878Filed/Issue Date: August 24, 2001Entitled: Methods for Reducing Complexity of Nucleic Acid SamplesPerlegen Sciences, Inc. a Delaware Corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

- the assignee of the entire right, title, and interest; or
- an assignee of an undivided part interest

in the patent application/patent identified above by virtue of either:

A. An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

B. A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

2. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

3. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

Additional documents in the chain of title are listed on a supplemental sheet.

Copies of assignments or other documents in the chain of title are attached.

NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. [See MPEP 302.8]

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the assignee.

10-3-02

Date

Lauren L. Stevens

Signature

Lauren L. Stevens, Ph.D.

Typed or printed name

Chief Intellectual Property Counsel

Title

Burden Hour Statement: This form is estimated to take 0.2 hours to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231.

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OCT 18 2002

TECH CENTER 1600/2S

ASSIGNMENT FOR APPLICATION FOR PATENT

WHEREAS:

Names and Addresses of Inventors:

| | | | |
|----|---|----|--|
| 1) | Nila Patil 780 West California Way Woodside, CA 94062 | 2) | David R. Cox 2743 Hallmark Drive Belmont, CA 94002 |
| | | | |

(hereinafter referred to as Assignors), have invented a certain invention entitled:

Methods for Reducing Complexity of Nucleic Acid Samples

for which an application for United States Letter Patent was executed on August 24, 2001, as Serial Number 09/938,878; and

WHEREAS, Perlegen Sciences, Inc., a corporation of the State of Delaware, having a place of business at 2021 Stierlin Court, Mountain View, California 94043 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said application (hereinafter referred to as Application), and the inventions disclosed therein (hereinafter referred to as Invention), and in and to all embodiments of the Invention, heretofore conceived, made or discovered by said Assignors, and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter referred to as Patents) thereon granted in any and all countries and groups of countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignors to have been received in full from said Assignee:

1. Said Assignors hereby sell, assign, transfer and convey to Assignee the full and exclusive right, title and interest (a) in and to said Application and said Invention; (b) in and to all rights to apply for patents on said Invention in any and all countries pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all Applications filed and any and all Patents granted on said Invention in any and all countries and groups of countries, including each and every Application filed and each and every Patent granted on any application which is a division, substitution, or continuation in whole or in part of said Application; and (d) in and to each and every reissue or extension of any of said Patents.

2. Said Assignors hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest to said Invention herein conveyed in any and all countries and groups of countries. Such cooperation by said Assignors shall include prompt production of pertinent facts and documents, giving testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Invention; (d) for filing and prosecuting applications for reissuance of any of said Patents; (e) for interference or other priority proceedings involving said Invention; and (f) for legal proceedings involving said Invention and any application therefor and any Patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Assignors in providing such cooperation shall be paid for by said Assignee.

3. The term and covenants of this agreement shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Assignors, their respective heirs, legal representatives and assigns.

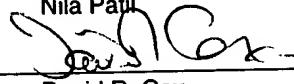
4. Said Assignors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Assignors have executed and delivered this instrument to said Assignee on the dates indicated below.

1) September 30, 2002


Nila Patil

2) September 30, 2002


David R. Cox